

AGREEMENT made and entered into this FIRST day of November, 1921, by and between NEW YORK TRIBUNE INC., a corporation organized and existing under and by virtue of the laws of the State of New York, party of the first part, and CLARE A. BRIGGS, of the City of New Rochelle, County of Westchester, State of New York, party of the second part.

WHEREAS the party of the first part is engaged in the business among others of employing cartoonists, illustrators and other artists and special writers and syndicating their cartoons, illustrations, works and writings for publication in newspapers and similar periodicals, and

WHEREAS the party of the second part by his cartoons and illustrations published in newspapers and similar periodicals, including among others the newspaper "New York Tribune" has acquired a widespread and unique reputation and distinction as a cartoonist and illustrator which render his services as such cartoonist and illustrator special, unique and extraordinary, and

WHEREAS the party of the first part, by one or more written contracts heretofore made and executed by and between the parties hereto obtained the special and, except as in said contract or contracts provided, exclusive services of the party of the second part as a cartoonist and illustrator for about seven years last passed and has had the said special and, except as in said contract or contracts provided, exclusive services of the party of the second part as such cartoonist and illustrator during all of said period of about seven years, and

WHEREAS the party of the second part is now in the employ of the party of the first part as such cartoonist and illustrator and the party of the first part is desirous of obtaining the special and, except as herein provided, exclusive services of the party of the second part as such cartoonist and illustrator for a period of seven years and nine months commencing November 1, 1921,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the premises and of the agreements herein contained and of the sum of One Dollar each to the other paid, the receipt whereof is hereby acknowledged, do hereby agree to and with each other as follows:

FIRST: the party of the second part agrees to continue in the employment of the party of the first part for a period of seven years and nine months from November 1, 1921, as artist, cartoonist and illustrator, furnishing to the party of the first part during said period for publication in newspapers and similar periodicals, including, among others, both the daily and Sunday editions of said newspaper, "New York Tribune", original cartoons and other pictures to the number of not less than seven each week in black and one Sunday page to be reproduced in color, which cartoons and other pictures shall preserve as high a standard as the previous work of the party of the second part heretofore published as aforesaid in said newspaper, "New York Tribune".

SECOND: From November 1, 1921, to August 1, 1924, the party of the first part agrees to pay to the party of the second part the sum of \$550.00 a week, together with an additional compensation hereinafter referred to provided that and so long as the party of the second part shall faithfully perform this agreement on his part.

THIRD: From August 1, 1924, to the termination of this contract the party of the first part agrees to pay to the party of the second the sum of \$1500.00 a week, together with an additional compensation hereinafter referred to provided that and so long as the party of the second part shall faithfully perform this agreement on his part.

FOURTH: The party of the second part covenants and agrees that he will not make cartoons or other pictures for any other daily, weekly or other publication during the term of this agreement.

FIFTH: The party of the first part shall have the right at its option to syndicate the cartoons and other pictures or any of them furnished to it by the party of second part and to copyright the said cartoons and other pictures or any of them in the name of the party of the second part or otherwise. And the said party of the first part hereby agrees to copyright either in its own name or in the name of the party of the second part such of said cartoons and other pictures as it shall publish or syndicate.

SIXTH: From November 1, 1921, to August 1, 1924, the party of the first part agrees to pay to the party of the second part as an additional compensation above referred to an amount equal to fifty per cent. of the gross amount of collectible weekly billings to newspapers from the syndicating of the cartoons and other pictures furnished to the party of the first part by the party of the second part, less the said sum of \$550.00 mentioned in paragraph Second of this agreement. It is understood and agreed that in calculating the gross amount of collectible weekly billings there shall be included therein the amount credited to its Syndicate Department by the party of the first part, ^{from the} "New York Tribune".

Monthly statements of the amount of said billings and credits from the syndicating of the said cartoons and other pictures furnished by the party of the second part to the party of the first part shall be prepared by the party of the first part and a copy thereof furnished to the party of the second part. The said additional compensation shall be computed on December 31, 1921, and at the end of each quarter year thereafter, and if found to be due shall be paid to the party of the second part within thirty days thereafter with the deductions, if any, heretofore and hereafter provided.

Seventh: From August 1, 1924, to the date of the expiration of this agreement, the party of the first part, as an additional compensation above referred to, agrees to pay the party of the second part an amount equal to sixty per cent. of the gross amount of collectible weekly billings to newspapers from the syndicating of the cartoons and other pictures furnished to the party of the first part by the party of the second part, less the said sum of \$1500.00 mentioned in paragraph Third of this agreement. It is understood and agreed that in calculating the gross amount of collectible weekly billings there shall be included therein the amount credited to its Syndicate Department by the party of the first part, ^{from the} "New York Tribune". Monthly statements of the amount of said billings and credits from the syndicating of the said cartoons and other pictures furnished by the party of the second part to the party of the first part shall be prepared by the party of the first part and a copy thereof furnished to the party of the second part. The said additional compensation shall be computed on September 30, 1924, and at the end of each quarter year thereafter,

and if found to be due shall be paid to the party of the second part within thirty days thereafter with the deductions, if any, heretofore and hereafter provided.

NINTH: The party of the first part agrees to pay to the party of the second part as additional compensation above referred to the further sum of \$15,000.00 on January 1, 1922, and in addition thereto the further sum of \$15,000.00 on January 1, 1923, provided that the party of the second part shall have faithfully performed this agreement on his part.

TENTH: This agreement shall supersede and take the place of any and all agreements heretofore entered into by and between the parties hereto.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed in its name by its President, and the party of the second part has hereunto set his hand and seal, the day and year first above written.

Witness:

NEW YORK TRIBUNE INC.,

By Ogden Reid LS
President

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